

**BUSH & RAMIREZ, P.L.L.C.**

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March 31, 2015

*Via Facsimile @ 1-800-645-1941*

Kevin Kornegay  
1009 N. Earl Rudder Frwy.  
Bryan, Texas 77805

Re: Cause No. 15-000174-CV-85; *Dale Leland Sledge v. Sam's West, Inc.*; In  
the 85<sup>th</sup> Judicial District Court of Brazos County, Texas

**RULE 11 AGREEMENT**

Dear Mr. Kornegay:

Please let me know if you would be willing to execute the following agreement.

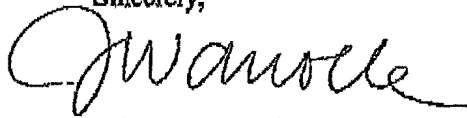
Plaintiff agrees that, under no circumstances, will he seek an award in excess of \$75,000.00 in the above-referenced lawsuit. Plaintiff further agrees that in the event the amount of any prospective jury award exceeds \$75,000.00, Plaintiff will not seek to enforce or recover any total judgment amount (inclusive of all causes of action for actual or punitive damages) in excess of \$75,000.00. Plaintiff further agrees to amend the prayer in his current pleadings to accurately reflect the terms of this agreement to the extent that the aggregate award for any recovery, including any award of punitive or exemplary damages, will not exceed \$75,000.00.

In exchange for the foregoing agreement, Defendant hereby agrees to file an agreed Motion to Remand this case to state court. Plaintiff hereby acknowledges that he has received good and valuable consideration for the foregoing agreement, specifically, Defendant's agreement to remand the above-referenced lawsuit to federal court. Plaintiff and Defendant acknowledge that this agreement meets the requirements of Tex. R. Civ. P. 11, and is enforceable as a contract pursuant to same.



If this stipulation meets with your approval, please sign below and return to my office by April 3, 2015.

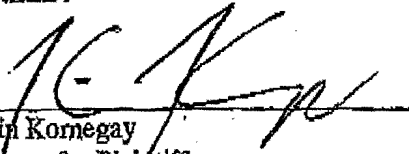
Sincerely,

A handwritten signature in cursive script, appearing to read "Warnock".

Julie C. Warnock

JAR/pmc

AGREED:

A handwritten signature in cursive script, appearing to read "Komegay".

Kevin Komegay  
Attorney for Plaintiff